

Location Based Technologies Defect Warranty

Subject to the terms and conditions of this Limited Warranty, Location Based Technologies, Inc. ("LBT"), warrants to you only (the original purchaser), that under normal use and service, the Product will substantially conform with the specifications listed on our website (www.locationbasedtech.com) and be free of defects for a period of **twelve months** starting as of the date of your sales receipt (the "Warranty Period").

Within the Warranty Period, LBT will, at its sole option, repair or replace any components that fail in normal use. Such repairs or replacement will be made at no charge to the customer for parts or labor, provided that the customer shall be responsible any transportation charges.

LBT retains the exclusive right to repair or replace the device with a new or newly-refurbished replacement product. SUCH REMEDY SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.

Obtaining Warranty Service.

To receive instructions for obtaining repair or replacement warranty services you must e-mail: service@locationbasedtech.com and/or contact the Customer Service number listed on our website. You must receive shipping instructions and an RMA tracking number from LBT prior to shipping your device to us. Write the tracking number clearly on the outside of the package. Send the device, freight charges prepaid, to the address on the RMA label.

You must also:

- Submit proof of purchase in the form of a bona fide, dated bill of sale, receipt, or invoice (or a copy) evidencing that your request for service is made within the Warranty Period.
- Follow shipping and other instructions if it determines that all or part of your LBT Product requires return for repair or replacement. To obtain the warranty service, you must take or deliver the LBT Product in suitable packaging that provides an adequate degree of protection against damage during transit to the location specified by LBT. Except as otherwise required by legislation in your jurisdiction, costs associated with transport (including packaging) for warranty service shall be at your expense.

Failure to follow the above instructions may result in delays, cause you to incur additional charges, or may void your warranty.

As to any defects discovered after the Warranty Period, there is no warranty or condition of any kind.

Exclusive Remedy.

During the Warranty Period and subject to applicable law, LBT will, at its option and as your exclusive remedy for breach of this Limited Warranty or any implied warranties:

- Replace a defective LBT Product (with a new, like-new or refurbished product); or
- After the Warranty Period has expired, LBT may charge you a fee for replacing your LBT Device.

No Other Warranties.

THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

THE EXPRESS WARRANTY STATED IN THIS WARRANTY IS THE ONLY EXPRESS WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS (IF ANY) INCLUDING ANY CREATED BY ANY OTHER DOCUMENTATION OR PACKAGING. NO OTHER WARRANTIES OR CONDITIONS ARE MADE WITH RESPECT TO THE PRODUCT OR THE WARRANTY SERVICES BY ANY PERSON, INCLUDING BUT NOT LIMITED TO LBT AND ITS SUPPLIERS. NO INFORMATION (ORAL OR WRITTEN) OR SUGGESTIONS GIVEN BY LBT, ITS AGENTS OR SUPPLIERS, OR ITS OR THEIR EMPLOYEES, SHALL CREATE A WARRANTY OR CONDITION OR EXPAND THE SCOPE OF THIS LIMITED WARRANTY. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT IN THE PRODUCT. YOU MAY HAVE GREATER RIGHTS EXISTING UNDER LEGISLATION IN YOUR JURISDICTION. WHERE SUCH LAWS PROHIBIT ANY TERM OF THIS LIMITED WARRANTY, IT SHALL BE NULL AND VOID, BUT THE REMAINDER OF THE LIMITED WARRANTY SHALL REMAIN IN FULL FORCE AND EFFECT.

Exclusion of Consequential, Incidental, and Certain Other Damages, and Limitation of Liability.

TO THE FULL EXTENT ALLOWED BY LAW, LBT IS NOT LIABLE FOR ANY:

- (i) CONSEQUENTIAL OR INCIDENTAL DAMAGES;
- (ii) DAMAGES OR LOSS OF ANY NATURE WHATSOEVER RELATING TO LOST PROFITS, LOSS OF DATA OR PRIVACY OR CONFIDENTIALITY, ANY INABILITY TO USE ALL OR PART OF THE PRODUCT, PERSONAL INJURY, OR ANY FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO ANY LACK OF NEGLIGENCE OR OF WORKMANLIKE EFFORT); OR
- (iii) INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF RELATING IN ANY WAY TO THE LBT PRODUCT.

THE FOREGOING APPLIES EVEN IF LBT OR ANY SUPPLIER OR AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES; EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), STRICT OR PRODUCT

LIABILITY, MISREPRESENTATION OR OTHER REASON; AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Exclusions From Limited Warranty.

This warranty does not apply to: (i) cosmetic damage, such as scratches, nicks and dents; (ii) damage caused by accident, abuse, misuse, water, flood, fire, or other acts of nature or external causes; (iii) damage caused by service performed by anyone who is not an authorized service provider of LBT; or (iv) damage to a product that has been modified or altered without the written permission of LBT. In addition, LBT reserves the right to refuse warranty claims against products or services that are obtained and/or used in contravention of the laws of any country.

LBT products are intended to be used as an asset, pet, or personal management tool and should not be used for any purpose requiring precise measurement of direction, distance, location or topography. LBT makes no warranty as to the accuracy or completeness of map data.

This Warranty does not cover data or any separate software or content, whether or not packaged or included with the Product, or any accessories or peripheral devices that are not manufactured by LBT.

Geographic Limitations

Devices returned from outside the US and Canada may not be able to be returned due to an act of God, war, embargo or other act by one or more sovereign nations limiting commerce between the US and another country or some other action or event outside LBT's control. **Return devices from outside the US and Canada at your own risk.** LBT is not responsible for providing a replacement device if, in LBT's sole discretion, it cannot successfully or legally ship a product to an international destination.

Reseller Limitations

This Warranty only applies to devices purchased from authorized LBT dealers. Devices purchased from unauthorized dealers and/or individuals reselling new or used devices, are not eligible to receive Warranty service or a refund of any kind.

The Limited Warranty is subject to change from time to time at LBT's sole discretion.

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Effective as of January, 2014